

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CONTRA COSTA COUNTY AND  
CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY  
REGARDING IMPLEMENTATION OF SB 1383 REGULATIONS**

This Memorandum of Understanding (“MOU”) is entered into, by and between Contra Costa County, a political subdivision of the State of California (“County”) and Central Contra Costa Solid Waste Authority, a joint powers authority established under the laws of the State of California (“Authority”) (collectively the “Parties” and individually a “Party”).

**RECITALS**

- A. On September 11, 1990, the Central Contra Costa Sanitary District, City of San Ramon and City of Walnut Creek formed Authority to exercise joint powers pertaining to solid waste handling and disposal in Central Contra Costa County. The member agencies entered a Joint Powers Agreement, which has been subsequently amended several times (last amended August 14, 2009) describing, among other things, delegation of authority from the member agencies to Authority. The current members of Authority are the cities of Walnut Creek, Lafayette and Orinda, the towns of Danville and Moraga, and County.
- B. On May 16, 2014, Authority’s Board of Directors authorized the execution of a franchise agreement with Allied Waste Systems, Inc. dba Republic Services of Contra Costa County (“Republic Services”) for the collection, transfer, transport, processing, diversion, and disposal of solid waste, compostable organic materials and recyclable materials within Authority’s territory (the “Collection Agreement”). Also on May 16, 2014, Authority’s Board authorized the execution of a separate franchise agreement with Mt. Diablo Paper Stock, Inc. dba Mt. Diablo Recycling for recyclable materials transfer, transport, processing and diversion within Authority’s territory (the “Recyclables Processing Agreement”). The terms of both agreements commence on March 1, 2015 and continue through February 28, 2025. Authority has exercised its option to extend the Recyclables Processing Agreement through February 28, 2027 and has issued notice of its intention to similarly extend the Collection Agreement.
- C. On February 2, 2016, County’s Board of Supervisors adopted Resolution No. 2016/61, which delegated to Authority the authority to enter into the Collection Agreement for the collection, transfer, transport, processing and diversion or disposal of solid waste, recyclable materials and compostable organic materials in the unincorporated portion of Authority’s territory (hereafter “Authority Unincorporated Area”), depicted in the map attached hereto as Exhibit A and incorporated herein by reference, and the authority to enter into the Recyclables Processing Agreement for the

transfer, transport, processing and diversion of recyclable materials collected in the Authority Unincorporated Area, effective as of March 1, 2015, and continuing through the terms of the referenced agreements.

- D. On September 19, 2016, Governor Jerry Brown signed into law the Short-lived Climate Pollutant Reduction Act ("SB 1383"). SB 1383 required the California Department of Resources Recycling and Recovery ("CalRecycle") to develop regulations to reduce organics in landfills as a source of methane. The regulations developed by CalRecycle under SB 1383 revised numerous provisions of division 7 of title 14 of the California Code of Regulations and added Chapter 12, entitled "Short-lived Climate Pollutants," effective January 1, 2022. Hereafter, Chapter 12 of division 7 of title 14 of the California Code of Regulations, with the exception of articles 8 and 9, will be referred to as the "SB 1383 Regulations."
- E. The SB 1383 Regulations require counties, cities and other local jurisdictions to adopt enforceable ordinances or other enforceable mechanisms to mandate that organic waste generators, haulers, and other entities comply with requirements in the SB 1383 Regulations. The SB 1383 Regulations generally address requirements applicable to organic waste collection services, inspection of waste containers for prohibited contaminants, regulation of commercial edible food generators, provision of education and outreach information to generators, reporting to CalRecycle on compliance with the SB 1383 Regulations, and maintenance of records of compliance with SB 1383 Regulations, with the goal of achievement of statewide organic waste disposal reduction targets.
- F. On December 9, 2021, the Board of Directors of Authority adopted Ordinance 21-1 ("Authority's Ordinance") for the purpose of implementing the SB 1383 Regulations within Authority's territory on behalf of Authority's members.
- G. On December 14, 2021, the County Board of Supervisors adopted County Ordinance No. 2021-38 ("County's Ordinance") for the purpose of implementing the SB 1383 Regulations within the unincorporated area of Contra Costa County.
- H. The Parties concur that both Authority's Ordinance and County's Ordinance may be enforced within the Authority Unincorporated Area. The Parties further concur that many of the requirements involved in the implementation of the SB 1383 Regulations within the Authority Unincorporated Area should be assigned to one entity in the interest of efficiency and to avoid confusion among customers of the collection franchisees within the Authority Unincorporated Area.

- I. Under the SB 1383 Regulations, a jurisdiction may designate a public or private entity to fulfill certain of the jurisdiction's responsibilities under the SB 1383 Regulations through an agreement such as a memorandum of understanding. (See Cal. Code Regs., tit. 14, § 18981.2, subd. (b).) Authority is currently the solid waste franchising authority within its territory, and is engaged in a number of activities to comply with several requirements contained in the SB 1383 Regulations on behalf of its member agencies. Authority receives revenue under its franchise agreements and from other sources that Authority uses to fund its operations, including its activities to comply with requirements in the SB 1383 Regulations. Given Authority's authority over solid waste handling within the Authority Unincorporated Area and the mechanisms available to Authority to collect fees from its franchisees and otherwise accept revenues related to solid waste handling, the Parties agree that Authority should assume the duty and costs of compliance with specified requirements in the SB 1383 Regulations on behalf of County. County and Authority have further agreed to enter into this MOU to memorialize their agreement regarding Authority's SB 1383 compliance activities on behalf of County within the Authority Unincorporated Area, and County's retained responsibilities under the SB 1383 Regulations.
  
- J. The Parties acknowledge that while Authority assumes responsibility for complying with certain requirements in the SB 1383 Regulations on behalf of County, County retains responsibility for complying with certain other requirements.

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows:

### **AGREEMENT**

1. **Recitals.** The foregoing recitals are true and correct and hereby incorporated herein.
  
2. **Term.** This MOU shall commence on the Effective Date and remain in full force and effect until terminated as set forth in paragraph 7 of this MOU.
  
3. **Definitions.** Terms used but not defined in this MOU shall have the meaning set forth in Authority's Ordinance or, if a term is not defined in Authority's Ordinance, the meaning of the term set forth in the SB 1383 Regulations.
  - a. "County's Representative" means the County representative identified in paragraph 8 of this MOU or his or her designee.
  
  - b. "Title 14" means title 14 of the California Code of Regulations.

#### **4. Responsibilities of Authority**

##### **a. Enforcement.**

(1) Authority shall comply with all requirements applicable to jurisdictions set forth in Article 14 (Enforcement Requirements) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

(2) Notwithstanding language in Authority's administrative citations ordinance adopted on February 25, 2016 (Ordinance No. 16-1), which states in section 1.B., "[t]he administrative enforcement permitted by this ordinance will not be used at this time in the unincorporated County areas," Ordinance No. 16-1 may be applied within the Authority Unincorporated Area to enforce Authority's Ordinance except to the extent that Ordinance No. 16-1 conflicts with Authority's Ordinance or the SB 1383 Regulations. Authority has advised the County that Authority may seek to amend Ordinance No. 16-1 to expressly allow its application within the Authority Unincorporated Area for the sole purpose of enforcing Authority's Ordinance.

(3) Upon receipt of a written request from County to investigate an alleged violation of Authority's Ordinance or the SB 1383 Regulations within the Authority Unincorporated Area, Authority will timely investigate the alleged violation and take enforcement action as needed in the same manner that a jurisdiction would be required to investigate a complaint and take enforcement action against a violator under Article 14 of the SB 1383 Regulations.

(4) Upon receipt of a written request from County for assistance with investigation of a complaint received by County regarding an alleged violation of County's Ordinance, Authority's Ordinance or the SB 1383 Regulations within the Authority Unincorporated Area, Authority will assist with County's investigation and cooperate with County in any enforcement action that may be brought by County against the alleged violator. Such assistance could include but not necessarily be limited to reasonable efforts by Authority to obtain information from Authority's franchisees and providing written reports, declarations and oral testimony.

**b. Organic waste collection services.** Authority shall comply with all requirements applicable to jurisdictions set forth in Article 3 (Organic Waste Collection Services) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

**c. Education and outreach.** Authority shall comply with all requirements applicable to jurisdictions set forth in Article 4 (Education and Outreach) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

**d. Reporting and recordkeeping.** To aid County in its compliance with the reporting and recordkeeping requirements applicable to jurisdictions set forth in the SB

1383 Regulations, to the extent the requirements apply to the Authority Unincorporated Area, Authority shall:

(1) Provide County with electronic access to all Authority records related to Authority's responsibilities under this MOU through a cloud-based software program when, and for so long as, the County provides the program at the County's sole cost.

(2) Submit to County's Representative all of the information related to Authority's responsibilities under this MOU that County is required to include in its initial compliance report under section 18994.1 of Title 14, and annual reports under section 18994.2 of Title 14, at least thirty (30) days prior to the applicable reporting deadlines set forth in the foregoing provisions.

(3) Submit to County's Representative information related to County's allocational share of recovered organic waste product procurement arranged by Authority, if any, pursuant to section 18993.2 of Title 14 (Recordkeeping Requirements For Recovered Organic Waste Procurement Target).

**e. Assistance with capacity planning.** Authority shall comply with all requirements applicable to jurisdictions set forth in Article 11 (Organic Waste Recycling Capacity Planning) at sections 18992.1(b), 18992.1(c), 18992.2(b) and 18992.2(e) of the SB 1383 Regulations, on behalf of the County, in Authority Unincorporated Area.

(1) Organic waste processing capacity. If County determines that additional organic waste processing capacity is needed within the Authority Unincorporated Area, within one hundred twenty (120) days of receipt of notice by County's Representative, Authority will prepare and submit to County's Representative an implementation schedule for the Authority Unincorporated Area that conforms to the requirements in section 18992.1, subdivision (d)(1), of Title 14.

(2) Edible food recovery capacity. If County determines that additional edible food recovery capacity is needed within the Authority Unincorporated Area, within one hundred twenty (120) days of receipt of notice by County's Representative, Authority will prepare and submit to County's Representative an implementation schedule for the Authority Unincorporated Area that conforms to the requirements in section 18992.2, subdivision (c)(1), of Title 14.

**f. Edible food recovery program.** Authority shall comply with all requirements applicable to jurisdictions set forth in Article 10 (Jurisdiction Edible Food Recovery Programs, Food Generators, and Food Recovery) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

**g. Haulers.** Authority shall comply with all requirements applicable to jurisdictions set forth in Article 7 (Regulation of Haulers) of the SB 1383 Regulations, on behalf of County, in the Authority Unincorporated Area.

**h. Sharing of Information.** Within thirty (30) days (or such other period mutually agreed to by the Parties) after a request by County's Representative for records created or obtained by Authority and related to Authority's SB 1383 compliance activities within the Authority Unincorporated Area, Authority will provide the records to County's Representative, except to the extent the records are not subject to disclosure under the California Public Records Act. Within thirty (30) days (or such other period mutually agreed to by the Parties) after a request by County's Representative for other information related to Authority's SB 1383 compliance activities within the Authority Unincorporated Area, Authority will use its best efforts to obtain and provide the information to County's Representative in the form requested by County's Representative.

**i. Cooperation.** Authority acknowledges that County's compliance with the SB 1383 Regulations will be regularly evaluated by CalRecycle, and that County may be subjected to enforcement action by CalRecycle if CalRecycle identifies a violation of a provision of the SB 1383 Regulations within the Authority Unincorporated Area ("Violation"). Authority acknowledges that if such a Violation is not timely corrected as required by a notice of violation or corrective action plan, County, as a jurisdiction under the SB 1383 Regulations, could be subject to an action for administrative civil penalties for failing to satisfy its compliance obligations under the SB 1383 Regulations within the Authority Unincorporated Area. Authority acknowledges that, given the powers delegated to it by County, Authority is better situated than County to take action to prevent or correct such Violations, and that Authority's cooperation is essential to minimize the possibility of enforcement actions and penalty orders arising from Violations within the Authority Unincorporated Area. In accordance with the foregoing, upon request by County's Representative, Authority shall utilize its best efforts to assist County in satisfying its SB 1383 Regulations obligations, and addressing SB 1383 Regulations compliance issues, to the extent these obligations or compliance issues pertain to any of Authority's responsibilities under this MOU. Authority's assistance under this subparagraph includes the following:

(1) Providing informal support to County in the course of compliance reviews by CalRecycle, such as participation in meetings, responding to inquiries, and providing information;

(2) Taking action to correct or otherwise address potential compliance issues raised by CalRecycle or County;

(3) Timely correcting any Violations, except to the extent that County's Conservation and Development Director and Authority's Executive Director agree on an alternative response to CalRecycle; and

(4) Providing legal analyses (except to the extent subject to withholding for privilege), written declarations, testimony, and documentary evidence in support of County as needed in any administrative or civil action arising from a Violation.

Nothing in this subparagraph is intended to obligate Authority to perform any of County's obligations set forth in subparagraph 5.a. of this MOU.

**5. Responsibilities of County**

**a. Compliance with SB 1383 Regulations.** Except for those responsibilities expressly assumed by Authority under this MOU, County shall be responsible for compliance with the following requirements of the SB 1383 Regulations:

(1) Requirements applicable to jurisdictions within the unincorporated area of Contra Costa County, with the exception of the Authority Unincorporated Area.

(2) Requirements applicable to counties specifically, and not jurisdictions as defined in the SB 1383 Regulations, within Contra Costa County, including but not limited to organic waste recycling capacity planning under Article 11.

(3) Requirements contained in the following provisions of the SB 1383 Regulations, within the Authority Unincorporated Area:

(a) Article 12 (Procurement of Recovered Organic Waste Products).

(b) Article 13 (Reporting).

**b. Sharing of information.** Within thirty (30) days (or such other period mutually agreed to by the Parties) after a request by Authority for records created or obtained by County and related to County's SB 1383 compliance activities within the Authority's Unincorporated Area, County will provide the records to Authority, except to the extent the records are not subject disclosure under the California Public Records Act. Within thirty (30) days (or such other period mutually agreed to by the Parties) after a request by Authority for other information related to County's SB 1383 compliance activities within the Authority Unincorporated Area, County will use its best efforts to obtain and provide the information to Authority in the form requested by Authority.

**c. Enforcement of County Ordinance.** County shall be responsible for any enforcement of County's Ordinance within the Authority Unincorporated Area.

**6. Costs.**

**a. Grant Sharing.** County has received \$246,842 from CalRecycle's SB 1383 Local Assistance Grant Program ("SB 1383 Grant") to fund costs of SB 1383 implementation. Documents setting forth terms and conditions of the SB 1383 Grant are attached hereto as Exhibit B and incorporated herein by this reference. County will share the SB 1383 Grant with Authority in accordance with the following:

(1) Payment. County will provide Authority a \$60,000 share of the SB 1383 Grant (“Authority Grant”) within thirty (30) days after this MOU becomes effective under paragraph 14 of this MOU.

(2) Expenditures.

(a) Grant Activities. The Authority Grant may be used to fund costs of activities described in paragraph 4 of this MOU, or other implementation and monitoring activities required to comply with the SB 1383 Regulations, only to the extent that:

(i) The cost is not an “ineligible cost” as that term is described on page B-36 of Exhibit B;

(ii) The cost is not an “indirect cost” as that term is described on page B-37 of Exhibit B;

(iii) The activity to be funded takes place in the Authority Unincorporated Area, or otherwise pertains to compliance with the SB 1383 Regulations in the Authority Unincorporated Area;

(iv) The activity to be funded is described in the Personnel category of the approved budget for the SB 1383 Grant, set forth on pages B-14-15 of Exhibit B; and

(v) The activity to be funded takes (1) after November 2, 2022, and (2) before the date of termination of the SB 1383 Grant, as described on page B-32 of Exhibit B.

Activities described in this subparagraph 6.a.(2) will be referred to collectively as “Authority Grant Activities.”

(b) Supporting Documentation. Authority shall periodically and timely submit to County’s Representative supporting documentation for review by CalRecycle for any and all expenditures of Authority Grant funds that occurred in the period of time for which the submission is due. Supporting documentation may include but is not limited to, invoices, receipts, and records showing staff hours expended on, and compensation paid for, Authority Grant Activities (“Authority Expenditure Documentation”). A submission of Authority Expenditure Documentation is required for each period of time for which County is required under the SB 1383 Grant to submit an Expenditure Itemization Summary to CalRecycle, and due a minimum of fourteen (14) days prior to the date that County is required to submit its Expenditure Itemization summary. County’s submission deadlines, and periods of time for which submissions are due, are set forth on page B-32 of Exhibit B; however, such dates are subject to change by CalRecycle. As of the Effective Date, the periods of time for which submissions of Authority Expenditure Documentation are required under this



subparagraph 6.a.(2)(b), and the deadlines for each submission, are set forth in the table below:

<b>Expenditure Period</b>	<b>Submission Deadline*</b>
November 3, 2022, through May 2, 2023	April 19, 2023
May 3, 2023, through November 1, 2023	October 19, 2023
November 2, 2023, through May 2, 2024	April 18, 2024

\* Authority acknowledges that the submission deadlines above precede the end of the period for which submissions are due, and that these deadlines were established to allow sufficient time for County's Representative to assemble and timely submit County's Expenditure Itemization Summary for each period. It is the sole responsibility of Authority to schedule its Authority Grant expenditures in a manner that will allow Authority to submit supporting documentation for each and every expenditure of Authority Grant funds for the period in question.

If CalRecycle changes the periods or submission deadlines under the SB 1383 Grant, County will promptly notify Authority in writing of the change(s). Thereafter, Authority will submit Authority Expenditure Documentation in accordance with the revised submission schedule.

(c) In the event County is required by CalRecycle to report information regarding Authority Grant expenditures that is not contained in the Authority Expenditure Documentation, within thirty (30) days after the date of a written request by County's Representative, Authority will provide the requested information in the form requested.

(d) Stop Work Notice. County will promptly notify Authority in writing if a written notice to stop work is received from CalRecycle, as described on page B-28 of Exhibit B. Expenditures incurred by Authority after issuance of a stop work notice by CalRecycle may not be funded with the Authority Grant unless and until County specifies otherwise in writing.

(3) Acknowledgements. Authority shall acknowledge CalRecycle support each time Authority publicizes, in any medium, any Authority Grant Activities funded by the Authority Grant. Authority must acknowledge CalRecycle in the same way that County is required to acknowledge CalRecycle under the terms of the SB 1383 Grant, as set forth on pages B-37 and B-38 of Exhibit B.

(4) Approved Contractors. Authority may use Authority Grant funds to pay for Authority Grant Activities performed by Authority, or by a contractor or subcontractor to Authority ("Authority Contractor").



Walnut Creek, CA 94596  
Attn: Senior Program Manager  
E-mail: judith@recyclesmart.org

To County: Contra Costa County  
Department of Conservation & Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Solid Waste Program Manager  
E-mail: Recycling@dcd.cccounty.us

Any Party may change the address to which notice is to be given by providing the other Party with written notice of the change at least fifteen (15) calendar days prior to the effective date of the change.

Service of notices shall be deemed complete on the date of receipt if personally served, or if served by e-mail provided confirmation of delivery is obtained at the time of email transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5th) day following deposit in the United States mail.

**9. Waiver.** No waiver of any provision of this MOU will be binding unless executed in writing by the Party making the waiver. No waiver of any provision in this MOU will be deemed, or constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

**10. Counterparts.** This MOU may be executed in counterparts and so executed shall constitute an agreement which shall be binding upon the Parties hereto. A photocopy of the fully executed MOU shall have the same force and effect as the original.

**11. Governing Law and Venue.** This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Venue in any proceeding or action among the Parties arising out of this MOU shall be in Contra Costa County, California.

**12. Amendment.** This MOU may only be amended in writing signed by all Parties. This MOU may be amended to both extend the term and conditions, as well as to add tasks. Authority shall not begin new tasks without express written permission of County.

**13. Entire Agreement.** This MOU constitutes the entire agreement between County and Authority and supersedes all prior negotiations, representations, or agreements regarding the subject matter of this MOU, whether written or oral.


**14. Effective Date.** This MOU will take effect upon the date it is fully executed by the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU on the dates indicated below.

**COUNTY**

**AUTHORITY**

By:   
John Kopchik  
Conservation and Development  
Director

By:   
David Krueger  
Executive Director

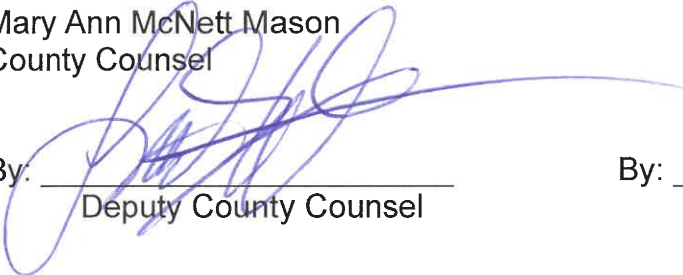
Date: 2/22/2023

Date: 2/13/23

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mary Ann McNett Mason  
County Counsel

By:   
Deputy County Counsel

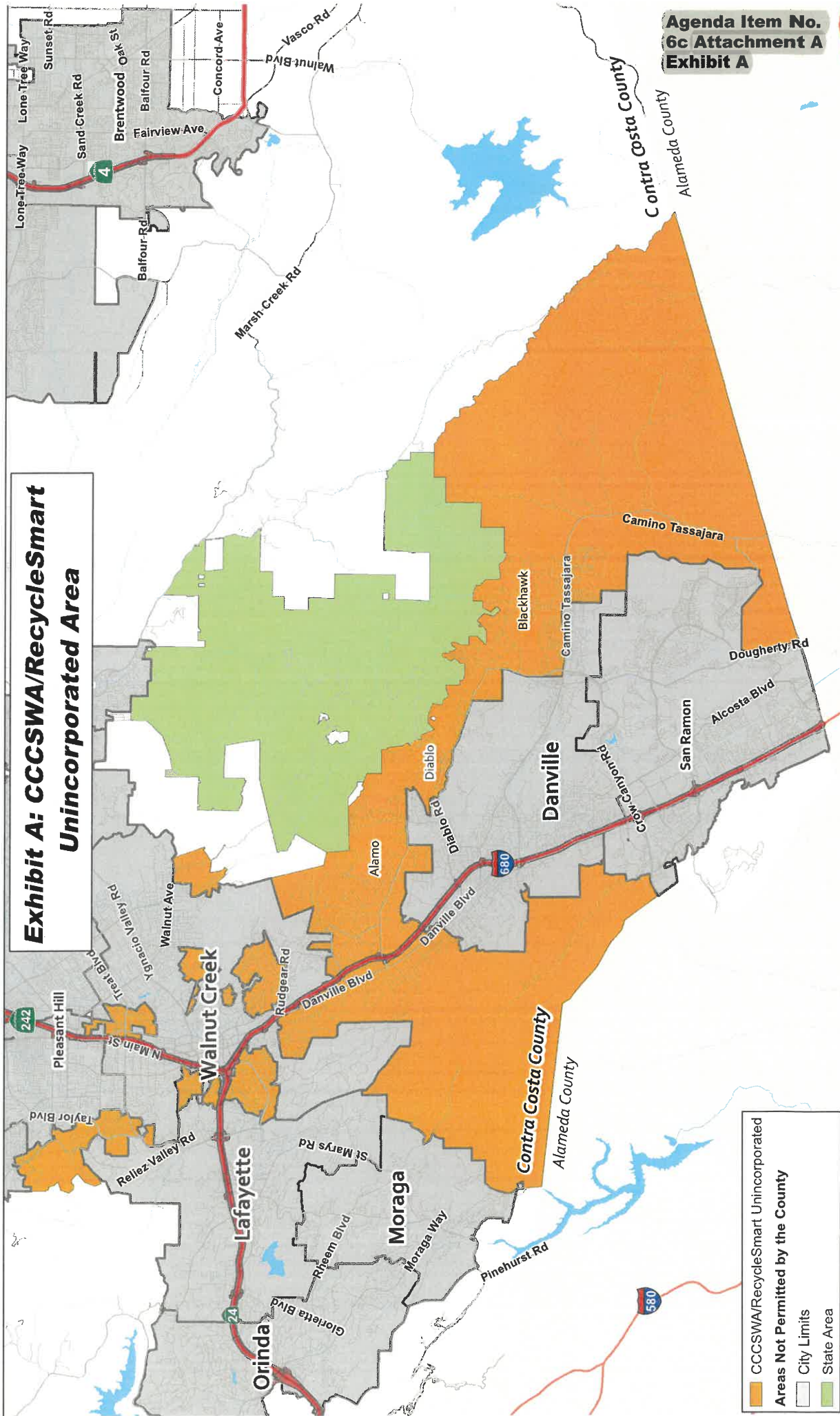
By:   
Deborah Miller  
Legal Counsel

Attachments: Exhibit A – Map of Authority Unincorporated Area  
Exhibit B – SB 1383 Local Assistance Grant Documentation

M:\Deidra\SB 1383\JPA MOUs\RecycleSmart\SB 1383 - Recyclesmart MOU CCCSWA 10-27-2022  
County.docx



**Exhibit A: CCCSWA/RecycleSmart  
Unincorporated Area**



CCCSWA/RecycleSmart Unincorporated Areas Not Permitted by the County  
 City Limits  
 State Area



\* Population numbers from 2010 Census Data \*



This map was created by the Contra Costa County Department of Conservation and Open Space. It is not intended to be used for legal purposes. The County Department of Conservation and Open Space does not warrant the accuracy of the data or the results of any analysis based on the data. The County Department of Conservation and Open Space is not responsible for any errors or omissions in this map. Users of this map agree to read and accept the terms and conditions of the County's Terms and Conditions of Use for Geographic Information.

Map Created 2/25/2022  
by Contra Costa County Department of Conservation and Open Space  
30 Muir Road, Martinez, CA 94553  
37:58:41, 78°11' 12.07:33.758W

# EXHIBIT B

## SB 1383 Grant Documents

<b>Document</b>	<b>Pages</b>
• Application	B-1 - B-8
• Grant Award Notification	B-9
• CalRecycle Budget Approval	B-10 - B-13
• Approved Budget	B-14 - B-15
• Exhibit A – Terms and Conditions	B-16 - B-29
• Exhibit B – Procedures and Requirements	B-30 - B-41



# Application

Generated By: Justin Sullivan

## Application Information

**Applicant:** Contra Costa County

**Cycle Name:** SB 1383 Local Assistance Grant Program

**Cycle Code:** OWR1

**Grant ID:** 24946

**Grant Funds Requested:** \$229,790.00

**Matching Funds:** \$0.00 (if applicable)

**Awarded Funds:** \$246,842.00

**Project Summary:** The County plans to utilize SB 1383 local assistance funds to cover various costs associated with implementing and monitoring activities related to SB 1383. This may include, but is not limited to outreach, consultant fees, studies, infrastructure & equipment to assist with edible food recovery and organic material collection programs. Funding may also be used to procure recovered organic waste products and other operational expenses related to implementing and monitoring organics collection and edible food recovery programs. Lastly, funding may also be applied to staff costs associated with administering these funds in compliance with the applicable requirements, which includes tracking and reporting expenditures, as well as providing overall program support.

**Application Due Date:** 2/1/2022

**Secondary Due Date:** 3/1/2022

**Request Advance Payment:** Yes

## Applicant/Participant

**Name:** Contra Costa County

**Federal Tax ID:** 94-6000509

**County:** Contra Costa

**Lead:** X

**Jurisdiction:** Contra Costa-Unincorporated

## Contacts

Contact Name	Title	Phone	Fax	Email	Prime	Second	Auth	CnsIt
<b>Justin Sullivan</b> Conservation and Development 30 Muir Road Martinez, Ca 94553	Title: Conservation Planner	Phone: 9256552914	Fax:	Email: Justin.Sullivan@dcd.cccounty.us			X	
<b>Deidra Dingman</b> Conservation and Development 30 Muir Road Martinez, Ca 94553	Title: Conservation Programs Manager	Phone: 9256552910	Fax:	Email: Deidra.dingman@dcd.cccounty.us	X			X
<b>John Kopchik</b> Conservation and Development 30 Muir Road Martinez, Ca 94553	Title: Director	Phone: 9256552703	Fax:	Email: marjorie.koll@dcd.cccounty.us				X
<b>David Brockbank</b> Conservation and Development 30 Muir Road Martinez, Ca 94553	Title: Conservation Planner	Phone: 9256552911	Fax:	Email: david.brockbank@dcd.cccounty.us			X	

**Budget**

Category Name	Amount
Admin Costs	\$24,684.00
Collection	\$0.00
Compliance/Inspection/Visit/Enforcement	\$0.00
Education	\$20,000.00
Enforcement	\$0.00
Equipment	\$61,500.00
Indirect Costs	\$0.00
Marketing/Promotion/Outreach	\$0.00
Materials	\$0.00
Personnel	\$140,658.00
Training	\$0.00
Upgrade/Expansion	\$0.00
No Site Information Provided	

Documents	Document Title	Received Date
<b>Required</b>		
Application Certification	Application Certification	1/31/2022
<b>Required By Secondary Due Date</b>		
Resolution - Individual Application	Authorized Resolution	1/6/2022
Resolution - Lead Participant		
<b>Other Supporting Document(s)</b>		
Draft Resolution		
Joint Powers Agreement		
Letter of Authorization/Resolution		
Letter of Designation	Letter of Designation	1/19/2022

**Resolution**

1383 Local Assistance Grant Program: Check the following, as applicable. See Application Guidelines and Instructions for more information.

- Applicant acknowledges that a Resolution is uploaded in the application. The Resolution must be approved by its governing body, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).



## Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

Not Applicable. This application does not include any charter cities.

1383 Local Assistance Grant Program: Will your jurisdiction have an enforceable ordinance(s), or similarly enforceable mechanism pursuant to section 18981.2 of Title 14 of the California Code of Regulations submitted to CalRecycle by April 1, 2022?

Yes

1383 Local Assistance Grant Program: If you are a Special District, do you provide solid waste collection services?

Not Applicable



# Application Certification

## Application Information

Applicant: Contra Costa County  
 Cycle Name: SB 1383 Local Assistance Grant Program  
 Cycle Code: OWR1  
 Grant ID: 24946  
 Grant Funds Requested: \$229,790.00  
 Matching Funds: \$0.00 (if applicable)

Application Due Date: 02/01/2022  
 Secondary Due Date: 03/01/2022

## Contacts

Name	Title	Prime	Second	Auth	Cnslt	Prtcpt. Auth
Justin Sullivan	Conservation Planner		X			
Deidra Dingman	Conservation Programs Manager	X		X		
John Kopchik	Director			X		
David Brockbank	Conservation Planner		X			

## Budget

Category Name	Amount
Admin Costs	\$22,979.00
Collection	\$0.00
Education	\$0.00
Enforcement	\$0.00
Equipment	\$0.00
Indirect Costs	\$0.00
Marketing/Promotion/Outreach	\$20,000.00
Materials	\$61,500.00
Personnel	\$125,311.00
Training	\$0.00
Upgrade/Expansion	\$0.00

## Documents

Document Title	Received Date
<b>Required</b>	
Application Certification	
<b>Required By Secondary Due Date</b>	
Resolution - Individual Application	1/6/2022
Resolution - Regional Application Lead Participant	

# Application Certification

## Other Supporting Document(s)

Draft Resolution

Joint Powers Agreement

Letter of Authorization/Resolution

Letter of Designation

Letter of Designation

1/19/2022

## Resolution

1383 Local Assistance Grant Program: Check the following, as applicable. See Application Guidelines and Instructions for more information.

- Applicant acknowledges that a Resolution is uploaded in the application. The Resolution must be approved by its governing body, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).

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- Yes

1383 Local Assistance Grant Program: If you are a Special District, do you provide solid waste collection services?

- Not Applicable

## Conditions and Certification

### Condition of Application Submittal: Acceptance of Grant Agreement Provisions

In the event the Applicant is awarded a grant, the submittal of this Application constitutes acceptance of all provisions contained in the Grant Agreement, which may consist of the following:

- Executed Grant Agreement Cover Sheet and any approved amendments
- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

### Environmental Justice:

In the event Applicant is awarded a grant, submittal of this Application constitutes acceptance of the following; that in the performance of the Grant Agreement, Applicant/Grantee shall conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (see Govt. Code §65040.12(e) and Pub. Resources Code §71110(a))

# Application Certification

**Certification:**

I declare under penalty of perjury under the laws of the State of California, that funds have been allocated for the project(s)/activities identified in the grant application and that sufficient funds are available to complete the project(s)/activities identified in the grant application, that I have read the Application Guidelines and Instructions and that all information submitted for CalRecycle's consideration for award of grant funds is true and correct to the best of my knowledge, and that on behalf of the Applicant I accept the above conditions of submittal.

X



1/31/2022

*Signature of Signature Authority (as authorized in Resolution or Letter of Commitment) or Authorized Designee (as authorized in Letter of Designation, submitted with this Application)*

Date

Deidra Dingman

Conservation Programs Manager

Print Name

Print Title

**IMPORTANT!** Applicant must print out this document, have the Signature Authority sign it, upload signed document to the application system, and retain the original hard copy document in your cycle file.

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/12/2016 by the following vote:

**AYE:**  John Gioia, District I; Candace Andersen, District II; Mary N. Piepho, District III;  
**NO:**  Karen Mitchoff, District IV; Federal D. Glover, District V  
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2016/20**

IN THE MATTER OF Authorizing Submittal of Applications to CalRecycle for Payment Programs and Related Authorizations

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that Contra Costa County is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the Conservation and Development Director, or his designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: January 12, 2016**

Contact: Deidra Dingman, (925) 674-7825

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

cc:

**Department of  
Conservation and  
Development**

30 Muir Road  
Martinez, CA 94553

Phone:1-855-323-2626

**Contra  
Costa  
County**



**John Kopchik**  
Director

**Aruna Bhat**  
Deputy Director

**Jason Crapo**  
Deputy Director

**Maureen Toms**  
Deputy Director

**Amalia Cunningham**  
Assistant Deputy Director

(925) 655-2703

January 19, 2022

State of California  
Department of Resources Recycling & Recovery (CalRecycle)  
Attn: SB 1383 Local Assistance Grant Programs Unit  
1001 I Street  
P.O. Box 4025  
Sacramento, CA 95812

**SUBJECT: LETTER OF DESIGNATION FOR SB 1383 Local Assistance  
Grant Program FY 2021-2022 – Cycle OWR1**

To Whom It May Concern:

Deidra Dingman, Conservation Programs Manager, is hereby designated as the additional person authorized to submit and sign Contra Costa County Department of Conservation & Development's application and any other documentation needed to comply with the applicable requirements for the SB 1383 Local Assistance Grant Program – Fiscal Year 2021-22 – Cycle OWR1 (including Annual Reports and associated reporting documents).

Sincerely,

A handwritten signature in blue ink, appearing to read "John Kopchik".

**John Kopchik**  
Director

**From:** [Tesser, Jayme@CalRecycle](mailto:Tesser, Jayme@CalRecycle)  
**To:** [Deidra Dingman](#)  
**Cc:** [David Brockbank](#); [Marjorie Koll](#); [Justin Sullivan](#)  
**Subject:** SB 1383 Local Assistance Grant Program (OWR1) – Contra Costa County Award  
**Date:** Wednesday, April 27, 2022 11:11:19 AM  
**Importance:** High

---

Congratulations! The Department of Resources Recycling and Recovery (CalRecycle) approved awards for the first round of the SB 1383 Local Assistance Grant Program. The Grant Award package consists of the following:

- Exhibit A – [Terms and Conditions](#)
- Exhibit B – [Procedures and Requirements](#)

Your specific award amount is \$246,842.

Please note that your budget and activities have not yet been approved. I will be reaching out to you in the next few weeks to revise your budget and discuss eligible and ineligible costs. I strongly suggest that you wait to incur costs until after our conversation. If costs are incurred prior, and it is determined that an item is ineligible, it will not be approved.

The grant award is subject to the condition as stated in the [Request for Approval of Awards for the SB 1383 Local Assistant Grant Program](#). If the recommended grantee does not pay or bring current all outstanding debts or scheduled payments owed to CalRecycle within 60 calendar days of the date of this letter, then the proposed grantee will not have met the required conditions, and the award will be void.

Please retain all Grant Award package documents, which include Exhibits A and B for your records.

If you have any questions, please contact me at (916) 341-6047 or [Jayme.Tesser@CalRecycle.ca.gov](mailto:Jayme.Tesser@CalRecycle.ca.gov).

I look forward to your participation in this grant program.

Sincerely,

Jayme Tesser

Grant Manager/Program Advisor, CalRecycle  
1001 I Street | Sacramento | California | 95814  
916.341.6047 | [jayme.tesser@calrecycle.ca.gov](mailto:jayme.tesser@calrecycle.ca.gov)

Save the Earth, one page at a time. Please consider the environment before printing this email.

## Deidra Dingman

---

**From:** Tesser, Jayme@CalRecycle <Jayme.Tesser@calrecycle.ca.gov>  
**Sent:** Friday, July 15, 2022 7:03 AM  
**To:** Justin Sullivan  
**Cc:** Deidra Dingman; David Brockbank  
**Subject:** RE: REMINDER SB 1383 Budget Revision - Contra Costa County

Hello Justin,

I received your revision and your budget has been approved.

Thanks,

Jayme Tesser  
CalRecycle

---

**From:** Justin Sullivan <Justin.Sullivan@dcd.cccounty.us>  
**Sent:** Thursday, July 14, 2022 4:23 PM  
**To:** Tesser, Jayme@CalRecycle <Jayme.Tesser@calrecycle.ca.gov>  
**Cc:** Deidra Dingman <Deidra.Dingman@dcd.cccounty.us>; David.Brockbank <David.Brockbank@dcd.cccounty.us>  
**Subject:** FW: REMINDER SB 1383 Budget Revision - Contra Costa County

[[ EXTERNAL ]]

Hi Jayme,

I hope all is well and you are enjoying the day.

I am following up on the below emails. Deidra and I hadn't heard back from you and wanted to ensure you had received our original email on May 11<sup>th</sup> as well as the follow up emails we submitted (6/22/22 & 6/23/22). If you could please confirm you received our responses and there is nothing more you require from us at this time, I'd greatly appreciate it. Thank you in advance for your time.

Cheers,

Justin Sullivan  
Conservation Planner  
Department of Conservation & Development  
30 Muir Road,  
Martinez, Ca 94553  
Office: (925) 655-2914

What should Contra Costa County be and look like in 20 years?  
Check out [EnvisionContraCosta2040.org](https://www.contracostacounty.gov/2040) and let us know!





**From:** Deidra Dingman <[Deidra.Dingman@dcd.cccounty.us](mailto:Deidra.Dingman@dcd.cccounty.us)>  
**Sent:** Thursday, June 23, 2022 10:40 AM  
**To:** [Jayme.Tesser@calrecycle.ca.gov](mailto:Jayme.Tesser@calrecycle.ca.gov)  
**Cc:** Justin Sullivan <[Justin.Sullivan@dcd.cccounty.us](mailto:Justin.Sullivan@dcd.cccounty.us)>; David Brockbank <[David.Brockbank@dcd.cccounty.us](mailto:David.Brockbank@dcd.cccounty.us)>  
**Subject:** FW: REMINDER SB 1383 Budget Revision - Contra Costa County

I want to ensure you are aware that we submitted what was required prior to the deadline. Can you please reply to confirm receipt of below e-mail and attachment that we retransmitted to you yesterday (originally sent on May 11<sup>th</sup>)?

---

Sincerely,

Deidra Dingman, Deputy Director – Business & Information Services  
Contra Costa County  
Department of Conservation & Development  
30 Muir Road  
Martinez, CA 94553

**Phone:** 925-655-2910 \*

\* New phone effective April 1, 2021. Please update your address book accordingly.

 [www.cccounty.us](http://www.cccounty.us) | [www.ccrecycle.org](http://www.ccrecycle.org) 

*The information contained in or accompanying this e-mail is intended only for the use of the stated recipient and may contain information that is confidential and/or privileged. If you have received this e-mail in error, please notify the sender immediately.*

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**From:** Justin Sullivan <[Justin.Sullivan@dcd.cccounty.us](mailto:Justin.Sullivan@dcd.cccounty.us)>  
**Sent:** Wednesday, June 22, 2022 9:05 AM  
**To:** Tesser, Jayme@CalRecycle <[Jayme.Tesser@calrecycle.ca.gov](mailto:Jayme.Tesser@calrecycle.ca.gov)>; Deidra Dingman <[Deidra.Dingman@dcd.cccounty.us](mailto:Deidra.Dingman@dcd.cccounty.us)>  
**Cc:** David Brockbank <[David.Brockbank@dcd.cccounty.us](mailto:David.Brockbank@dcd.cccounty.us)>  
**Subject:** RE: REMINDER SB 1383 Budget Revision - Contra Costa County

Hi Jayme,

I'm responding on behalf of Deidra Dingman. I provided the document requested on May 11<sup>th</sup>. I've attached the document and a copy of the message that was sent at that time. Please let me know if you have any questions.

Cheers,

Justin Sullivan  
Conservation Planner  
Department of Conservation & Development  
30 Muir Road,

Martinez, Ca 94553  
Office: (925) 655-2914

What should Contra Costa County be and look like in 20 years?  
Check out [EnvisionContraCosta2040.org](http://EnvisionContraCosta2040.org) and let us know!



---

**From:** Tesser, Jayme@CalRecycle <[Jayme.Tesser@calrecycle.ca.gov](mailto:Jayme.Tesser@calrecycle.ca.gov)>  
**Sent:** Tuesday, June 21, 2022 9:37 PM  
**To:** Deidra Dingman <[Deidra.Dingman@dcd.cccounty.us](mailto:Deidra.Dingman@dcd.cccounty.us)>  
**Cc:** David Brockbank <[David.Brockbank@dcd.cccounty.us](mailto:David.Brockbank@dcd.cccounty.us)>; Justin Sullivan <[Justin.Sullivan@dcd.cccounty.us](mailto:Justin.Sullivan@dcd.cccounty.us)>  
**Subject:** REMINDER SB 1383 Budget Revision - Contra Costa County  
**Importance:** High

Good evening,

Please provide the information requested below by close of business, Thursday, June 23rd. This modification is a requirement of the grant and is not an optional drill.

Please make sure you budget the entirety of your grant award. You can refer to the award email sent on April 27<sup>th</sup> for your award amount.

Thank you,

Jayme Tesser  
CalRecycle

---

**From:** Tesser, Jayme@CalRecycle  
**Sent:** Wednesday, May 4, 2022 9:24 AM  
**Subject:** SB 1383 Budget Revision - Due Wednesday May 11, 2022

Good morning,

In order to get your budget and activities approved, please fill out the attached budget document and send back no later than Wednesday, May 11<sup>th</sup>. Please use the award amount listed in your award email – sent on April 27<sup>th</sup>.

Important things to note:

1. This is being sent to all Primary, Secondary, and Consultant contacts listed in your application.
2. I will be reviewing these on a first submitted, first reviewed basis.
3. You can start incurring costs at any time, however if your costs are deemed ineligible your request will be denied.

Please feel free to contact me anytime if you have any question or concerns during the Grant Term. Hopefully, I will get a chance to talk with most, if not all, of you at some point over the next few years.

Thank you for your patience and I am excited to work with you all!

**Jayne Tesser**

Grant Manager/Program Advisor, CalRecycle

1001 I Street | Sacramento | California | 95814

916.341.6047 | [jayne.tesser@calrecycle.ca.gov](mailto:jayne.tesser@calrecycle.ca.gov)

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# Budget

## SB 1383 Local Assistance Grant Program

**Grantee's Name:** \_\_\_\_\_

**Admin Costs:** Personnel time for admin including preparing pay requests and reports - Indirect costs are capped at 10%

Description	Dollar Amount
Funding may be used for, but are not limited to, the use of staff time for grant administration, monitoring compliance with programs, reporting and recordkeeping.	\$24,684.00
Indirect Costs	
<b>Subtotal</b>	<b>\$24,684.00</b>

**Collection** (Expand rows and columns as needed)

Description	Dollar Amount
<b>Subtotal</b>	<b>\$0.00</b>

**Compliance/Inspection/Enforcement** (Expand rows and columns as needed)

Description	Dollar Amount
<b>Subtotal</b>	<b>\$0.00</b>

**Education:** Costs associated with promotional materials for public education and outreach

Description	Dollar Amount
Funding may be used for, but not limered to, developing and reviewing outreach, designing a campaign, mailings, advertising, social media posts, print and mail costs for organics diversion and/or recovery programs.	\$20,000.00
<b>Subtotal</b>	<b>\$20,000.00</b>

**Equipment:** Personal protection equipment, and other cost of equipment associated with grant projects

Description	Dollar Amount
Funding for materials may include, but is not limited to, food scrap pails,	\$ 61,500.00
<b>Subtotal</b>	<b>\$61,500.00</b>

**Personnel:** Salary/benefits for staffing

Position Title (If available)	Description	Dollar Amount

<p>The County plans to allocate a portion of personnel funding to JPAs as consultants to assist with various implementation and monitoring activities. Personnel funding may also be used to pay county staff and/or other consultants to assist with SB 1383 related programs, which may include, but is not limited to reviewing waivers, helping generators comply with organics collection programs, implementing edible food programs, developing waste characterization studies, food waste assessments, capacity studies, as well as designing a County outreach campaign.</p> <p>Personnel costs may also include, but are not limited to hiring new staff, staff time for reviewing waivers, training Code Enforcement and Environmental Health staff to conduct inspections, identify violations and develop enforcement programs.</p>		\$140,658.00
	<b>Subtotal</b>	<b>\$140,658.00</b>

**Upgrade/Expansion:**

Description	Dollar Amount
<b>Subtotal</b>	<b>\$0.00</b>

**Expenditure Itemization Grant Total:** **\$246,842.00**

# Exhibit A

## Terms and Conditions

### SB 1383 Local Assistance Grant Program Fiscal Year 2021–22

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the SB 1383 Local Assistance Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

#### **Air or Water Pollution Violation**

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

#### **Amendment**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

#### **Americans with Disabilities Act**

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## **Assignment, Successors, and Assigns**

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

## **Audit/Records Access**

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B) with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

## **Authorized Representative**

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

## **Availability of Funds**

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

## **Bankruptcy/Declaration of Fiscal Emergency Notification**

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

## **Charter Cities**

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

## **Child Support Compliance Act**

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## **Communications**

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

## **Compliance**

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

## **Conflict of Interest**

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person



rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

## **Contractors/Subcontractors**

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

## **Copyrights**

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive,

transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

## **Corporation Qualified to do Business in California**

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

## **Discharge of Grant Obligations**

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

## **Disclaimer of Warranty**

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

## **Discretionary Termination**

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

## **Disputes**

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies

that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

## **Drug-Free Workplace Certification**

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The grantee's policy of maintaining a drug-free workplace.
  - (3) Any available counseling, rehabilitation, and employee assistance programs.
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
  - (1) Receive a copy of the drug-free policy statement of the grantee.
  - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

## **Effectiveness of Agreement**

This Agreement is of no force or effect until signed by both parties.

## **Entire Agreement**

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

## **Environmental Justice**

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

## **Failure to Perform as Required by this Agreement**

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

## **Force Majeure**

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

## **Forfeit of Grant Funds/Repayment of Funds Improperly Expended**

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

## **Generally Accepted Accounting Principles**

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

## **Grant Manager**

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions

(Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

## **Grantee Accountability**

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

## **Grantee's Indemnification and Defense of the State**

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

## **Grantee's Name Change**

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

## **In Case of Emergency**

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

## **No Agency Relationship Created/Independent Capacity**

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

## **No Waiver of Rights**

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

## **Non-Discrimination Clause**

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

## **Order of Precedence**

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

## **Ownership of Drawings, Plans and Specifications**

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video

productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

## **Payment**

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

## **Personnel Costs**

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

## **Real and Personal Property Acquired with Grant Funds**

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle

approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.

- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

## **Reasonable Costs**

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

## **Recycled-Content Paper**

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.



## **Reduction of Waste**

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

## **Reduction of Waste Tires**

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

## **Reimbursement Limitations**

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

## **Reliable Contractor Declaration**

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether or any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](https://www.calrecycle.ca.gov/laws/regulations/title14) (<https://www.calrecycle.ca.gov/laws/regulations/title14>), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

## **Remedies**

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

## **Self-Dealing and Arm's Length Transactions**

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

## **Severability**

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

## **Site Access**

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

## **Stop Work Notice**

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

## **Termination for Cause**

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

## **Time is of the Essence**

Time is of the essence to this Agreement.

## **Tolling of Statute of Limitations**

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to

CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

## **Union Organizing**

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (B) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

## **Venue/Choice of Law**

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

## **Waiver of Claims and Recourse against the State**

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

## **Work Products**

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

## **Workers' Compensation/Labor Code**

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



January 2022

Amended April 2022

Department of Resources Recycling and Recovery

**Exhibit B**

**Procedures and Requirements**

**SB 1383 Local Assistance Grant**

**Program**

**First Round Funding**

**Fiscal Year 2021–22**

**Copies of these Procedures and Requirements must be shared with both the Grantee's Finance Department and the staff responsible for implementing the grant activities.**

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# Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the SB 1383 Local Assistance Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

## Milestones

**~~April 1, 2022~~: Grant Term Begins: Date CalRecycle sends the award email**

**~~October~~ **November 3, 2022**: Expenditure Itemization Summary 1 Due**

- Covering expenses from ~~April 1, 2022~~, the Grant Term Start Date through ~~October~~ November 2, 2022

**~~April~~ **May 3, 2023**: Expenditure Itemization Summary 2 Due**

- Covering expenses from ~~October~~ November 3, 2022, through ~~April~~ May 2, 2023

**~~October~~ **November 2, 2023**: Expenditure Itemization Summary 3 Due**

- Covering expenses from ~~April~~ May 3, 2023, through ~~October~~ November 1, 2023

**~~April~~ **May 2, 2024**: Expenditure Itemization Summary 4 Due**

- Covering expenses from ~~October~~ November 2, 2023, through May 2, 2024

**~~April~~ **May 2, 2024**: Final Report Due**

- Covering activities from ~~April 1, 2022~~ the Grant Term Start Date through ~~April~~ May 2, 2024

**~~April~~ **May 2, 2024**: Grant Term End**

**Note:** These dates are subject to change. If they change, Grant Managers will notify the Awardees immediately.

## Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle's WebPass page](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>).

## Accessing the Grant

Grantees must [log in to GMS](https://secure.calrecycle.ca.gov/Grants) (https://secure.calrecycle.ca.gov/Grants) using their web pass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab:** Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab:** Grantee uploads expenditure documentation.
- **Reports tab:** Grantee uploads required reports.
- **Documents tab:** Grantee uploads all other grant documents that are not supporting documents for an expenditure or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

## Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the “Allow Access” check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant, they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

# Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

## Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in [section 17050 of Title 14](https://www.calrecycle.ca.gov/Laws/Regulations/Title14/) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the [CalRecycle Unreliable Contractor List](https://www.calrecycle.ca.gov/Funding/Unreliability/) (<https://www.calrecycle.ca.gov/Funding/Unreliability/>) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from [CalRecycle's Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms/) (<https://www.calrecycle.ca.gov/Funding/Forms/>).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).



# Grant Term

The Grant Term begins on ~~the date CalRecycle sends the award email April 1, 2022~~ and ends on ~~April~~ May 2, 2024. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to ~~April 1, 2022~~ the grant term start date or after the grant term end date will be considered ineligible.

The Final Report, final Expenditure Itemization Summary, and Certification Document are due on ~~April~~ May 2, 2024.

## Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts on the date CalRecycle sends the award email and ends on May 2, 2024 ~~April 1, 2022 and ends April 2, 2024~~. All grant expenditures must be for activities, products, and costs specifically included in the approved Budget. Costs must be incurred after the term start date. All services must be provided and goods received during this period in order to be eligible costs.

Eligible costs include:

- Personnel
- Consultants
- Safety Equipment
- Vehicles/Trucks
  - For compost procurement activities - Vehicles/tractors, turf tires, forklifts or compost slingers

**Note:** The Grantee needs to own and control the vehicle, however they may allow participants to use the vehicle for grant implementation purposes only.

- Education and Outreach materials
  - Print Media
  - Television, radio, video, and social media
  - Materials offered in other languages
- Door-to-Door Outreach
- Signage
- Recordkeeping or tracking software
  - Software to match donor with food bank
  - Recordkeeping/reporting software
  - Procurement tracking software
  - Apps for food recovery
- Inspections and Enforcement
- Training
- Tablet/Electronic Devices (seven inches or more measured diagonally) used for the purposed of organic tracking and Education and Outreach
  - Maximum price of \$500 (excluding sales tax) and limit to one (exceptions may be approved on a case-by-case basis)
  - Accessories used for security, protection, and charging

- Equipment
  - For larger items, The Grantee needs to own and control the equipment, however, they may allow participants use of said equipment for grant implementation purposes.
- Bins (green and blue only) and lids
  - Includes, but is not limited to, curbside, small household food waste pail, labeling, and liners
- Procurement of recovered/recycled organic products
- Equipment
  - Food distribution - included refrigeration, coolers, and packing materials

## Ineligible Costs

Any costs not specifically included in the approved Budget and not directly related to grant implementation will be considered ineligible. The grantee should contact the Grant Manager if clarification is needed.

Ineligible costs include, but are not limited to:

- Costs incurred prior to ~~April 1, 2022~~ the Term Start Date or after ~~April~~ May 2, 2024
- Development, purchase, or distribution of strictly promotional give-away items [Stuff We All Get](https://www.calrecycle.ca.gov/Funding/SWAG/), (SWAG) (<https://www.calrecycle.ca.gov/Funding/SWAG/>)
- Purchase or lease of land or buildings
- Equipment or services not directly related to grant implementation
- Food dehydrators or liquefiers
- Disposal costs
- Costs currently covered by or incurred under any other CalRecycle loan, grant, or contract
- Cell phones
- Purchase of data plans and/or mobile service plans/hotspots
- Costs related to website host and web page domain
- Audit expenses
- Sponsorship or licensing fees for events/programs
- Out-of-state travel
- Conferences and symposiums
- Food or beverages (e.g., as part of meetings, workshops, or events)
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
  - Refer to the [Memorandum](https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) (<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>) for travel policies.
  - Reimbursement rates are subject to change at any time by the State of California without prior notification.
- Personnel costs not directly related to grant activities
- Fines or penalties due to violation of federal, state, or local laws, ordinances, or regulations
- Any costs for construction projects by charter cities prohibited by Labor Code section 1782
- Any costs not consistent with local, state, or federal laws, guidelines, and regulations

- The total amount of indirect costs charged to the grant shall not exceed 10 percent of the grant funds reimbursed. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries as well as contractor's indirect costs in their contracts, are examples of indirect costs. All indirect costs charged to the grant must be associated with grant activities.
- Costs deemed unreasonable or not related to the project by the Grant Manager

## Modifications

The grantee must submit any proposed revision(s) to the project in writing to the Grant Manager. The grantee may not incur costs or make expenditures based on the revision without first receiving the Grant Manager's written approval. Proposed revisions must be accompanied by a summary of proposed changes or modifications, including justification for the proposed changes. If approved, the Grant Manager will upload the final revised changes to GMS and notify the grantee. The grantee should retain the approval document(s) for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

## Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project is funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan.

The following items require acknowledgement of funding from CalRecycle and pre-approval from the CalRecycle Grant Manager prior to incurring the expense:

- All television, radio and video scripts
- Functional premiums, if the per unit price is greater than \$6.00
- Advertisements
- Audio and/or visual material
- Brochures
- Newspaper ads
- Pamphlets
- Other outreach

All publicity and education materials must include the following:

1. "Funded by a grant from CalRecycle." Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line or if it would interfere with the message.
  - There are two acceptable Spanish translations: "Financiado por una beca del CalRecycle" or "Patrocinado por fondos del CalRecycle." For other languages, the Grantee must work with a certified translator or person fluent in reading and writing that language. All exceptions must be pre-approved in writing by the CalRecycle Grant Manager.

2. [CalRecycle logo](https://www.calrecycle.ca.gov/gallery/) (<https://www.calrecycle.ca.gov/gallery/>) as reflected on the CalRecycle website, can be obtained from the Office of Public Affairs at [opa@calrecycle.ca.gov](mailto:opa@calrecycle.ca.gov).
3. Press Releases – the only requirement is to place the name of “CalRecycle” as an acknowledgement in the body of the release.

## Reporting Requirements

The Grant Agreement requires a Final Report; however, the Grant Manager may require additional status information at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in forfeiture by the grantee of any unspent funds received under this agreement, and repayment of all funds to CalRecycle.

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above).

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
  - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
  - The maximum allowable file size for each document is 35MB.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

## Electronic and Original Signatures

CalRecycle now allows for certified e-Signature or original wet signature on documents or forms that certify legally binding information.

**Note:** E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the “Fill and Sign” function within Adobe. Any documents using the “Fill and Sign” method is considered incomplete and may be sent back to the grantee.

If you have questions, email [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov).

## Progress Report

Grantees with awards over \$1,000,000 will need to collect and submit information on any jobs created or paid by the grant on a bi-annual basis. Grant Managers will work with Grantees on when and how to submit the information. CalRecycle will provide a report template at a later date. Progress reports must include the following:

- Jobs
  - Provide number of jobs created and paid for in whole or in part by this grant during the reporting period. Include job title or classification, job permanence, total project work hours, hourly pay rates or salaries, as well as benefits from the job, such as healthcare, paid vacation or sick leave and hiring strategy.
- Jobs provided to members of Priority Populations.
  - In addition to the item, above, provide the same jobs information for any positions filled by members of priority populations. More information about Priority Populations can be found at [California Air Resources Board Priority Population Investments webpage](http://www3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm) ([www3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm](http://www3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm)).

**Note:** This requirement is subject to change at CalRecycle’s discretion. If any reporting requirement changes, Grant Managers will notify the Awardees.

## Final Report

The Final Report is due **April May 2, 2024 (report template will be provided at a later date)**. This report should cover grant activities **from April 1, 2022 the Term Start Date through April May 2, 2024**. The grantee must include the following items in the Final Report:

1. The Grant Number, grantee’s name, and Grant Term.
2. The following disclaimer statement on the cover page:  
“The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”

**Note:** This requirement is subject to change at CalRecycle’s discretion. If any reporting requirement changes, Grant Managers will notify the Grantees.

## Grant Payment Information

- CalRecycle will make grant payments to only the grantee. It is the grantee’s responsibility to pay all contractors and subcontractors for purchased goods and services. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit.
- The grantee must provide a [Reliable Contractor Declaration \(CalRecycle 168\)](https://www.calrecycle.ca.gov/Funding/forms/) (<https://www.calrecycle.ca.gov/Funding/forms/>) signed under penalty of perjury by the grantee’s contractors and subcontractors in accordance with the “Reliable Contractor Declaration” section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to

commencement of work. See the “Reliable Contractor Declaration” section in Terms and Conditions (Exhibit A) for more information.

### **Expenditure Itemization Summary and Documentation**

The grantee must submit the EIS and Certification Document (a template will be provided at a later date) in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above). Please refer to the “Milestones” section (above) for required due dates.

- **Expenditure Itemization Summary (EIS)**
  - All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the grantee’s Budget tab.
  - Grantees are required to maintain supporting documentation pertaining to the EIS and may be required to provide them at the request of the Grant Manager at any time.
- **Certification Document**
  - The Signature Authority will need to certify under penalty of perjury that information provided in the EIS is correct.

**Note:** This requirement is subject to change at CalRecycle’s discretion. If any expenditure reporting requirement changes, Grant Managers will notify the Awardees.

Failure to submit the EIS and Certification Document by the due date may result in the forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

To submit an EIS:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
  - a. Choose **Advance Reconcile** for the **Transaction Type** and enter the amount spent in each budget subcategory.
  - b. When the transaction is complete, click the **Save** button.
  - c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
  - a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
  - b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
  - c. The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

**Note:** Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

## **Unspent Funds**

Funds that are unspent at the end of the grant term must be returned by check to CalRecycle by ~~June 15, 2024~~ ~~May 16, 2024~~. Checks should be made payable to the Department of Resources Recycling and Recovery. Checks must contain the Grant Number (i.e., OWR1-21-xxxx), specify "SB 1383 Local Assistance Grant Unspent Funds," and be mailed to:

CalRecycle Accounting  
SB 1383 Local Assistance Grant Unspent Funds  
PO Box 4025  
Sacramento, CA 95812-4025

Unspent funds due to CalRecycle but left unpaid may result in ineligibility for future grant and payment program funding. If there are questions or other issues related to expenditures, work with your Grant Manager to resolve these issues.

## **Audit Considerations**

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after Final Report approval date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, Expenditure Itemization Summary forms, payment supporting documentation, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.